

1 JASON H. ANDERSON, State Bar No. 172087
janderson@stradlinglaw.com
2 STRADLING YOCCA CARLSON & RAUTH LLP
660 Newport Center Drive, Suite 1600
3 Newport Beach, CA 92660-6422
Telephone: 949 725 4000
4 Facsimile: 949 725 4100

**5 Attorneys for Debtor
DJK INDUSTRIES, INC.**

PAUL JOSEPH LAURIN, State Bar No. 136287
plaurin@btlaw.com
BARNES & THORNBURG LLP
2029 Century Park E, Ste 300
Los Angeles, CA 90067-2904
Telephone: 310-284-3785
Facsimile: 310-284-3894

10
11 Attorneys for Creditors
JOURNAY FINANCIAL SERVICES, LLC and 3C, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

16 JOURNAY FINANCIAL
SERVICES, LLC and 3C, LLC,

19 DJK INDUSTRIES, INC. and JANE
20 DOE AND/OR JOHN DOE,
NUMBERS 1-10,

21 Judgment Debtor.

CASE NO. 8:23-cv-00718-WLH-KES

Hon. Wesley L. Hsu

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

Complaint Filed: April 24, 2023

1 1. **A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the
6 Court to enter the following Stipulated Protective Order. The parties
7 acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from
9 public disclosure and use extends only to the limited information or items that
10 are entitled to confidential treatment under the applicable legal principles. The
11 parties further acknowledge, as set forth in Section 12.3, below, that this
12 Stipulated Protective Order does not entitle them to file confidential information
13 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed
14 and the standards that will be applied when a party seeks permission from the
15 court to file material under seal.

16 **B. GOOD CAUSE STATEMENT**

17 This action is likely to involve trade secrets, customer and pricing lists and
18 other valuable research, development, commercial, financial, technical and/or
19 proprietary information for which special protection from public disclosure and
20 from use for any purpose other than prosecution of this action is warranted. Such
21 confidential and proprietary materials and information consist of, among other
22 things, confidential business or financial information, information regarding
23 confidential business practices, or other confidential research, development, or
24 commercial information (including information implicating privacy rights of
25 third parties), information otherwise generally unavailable to the public, or which
26 may be privileged or otherwise protected from disclosure under state or federal
27 statutes, court rules, case decisions, or common law. Accordingly, to expedite the
28 flow of information, to facilitate the prompt resolution of disputes over

1 confidentiality of discovery materials, to adequately protect information the
2 parties are entitled to keep confidential, to ensure that the parties are permitted
3 reasonable necessary uses of such material in preparation for and in the conduct
4 of trial, to address their handling at the end of the litigation, and serve the ends of
5 justice, a protective order for such information is justified in this matter. It is the
6 intent of the parties that information will not be designated as confidential for
7 tactical reasons and that nothing be so designated without a good faith belief that
8 it has been maintained in a confidential, non-public manner, and there is good
9 cause why it should not be part of the public record of this case.

10 2. DEFINITIONS

11 2.1 Action: Journay Financial Services, LLC and 3C, LLC, Judgment
12 Creditors v DJK Industries, Inc., Judgment Debtor, Case No. 8:23-cv-00718-
13 WLH-KES.

14 2.2 Challenging Party: a Party or Non-Party that challenges the
15 designation of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless
17 of how it is generated, stored or maintained) or tangible things that qualify for
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
19 the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
21 their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information
23 or items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information,
26 regardless of the medium or manner in which it is generated, stored, or
27 maintained (including, among other things, testimony, transcripts, and tangible

28

1 things), that are produced or generated in disclosures or responses to discovery in
2 this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a
4 matter pertinent to the litigation who has been retained by a Party or its counsel
5 to serve as an expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this
7 Action. House Counsel does not include Outside Counsel of Record or any other
8 outside counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association,
10 or other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a
12 party to this Action but are retained to represent or advise a party to this Action
13 and have appeared in this Action on behalf of that party or are affiliated with a
14 law firm which has appeared on behalf of that party, and includes support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and
17 their support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits
22 or demonstrations, and organizing, storing, or retrieving data in any form or
23 medium) and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery
27 Material from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of
8 the trial judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 Even after final disposition of this litigation, the confidentiality obligations
11 imposed by this Order shall remain in effect until a Designating Party agrees
12 otherwise in writing or a court order otherwise directs. Final disposition shall be
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
14 with or without prejudice; and (2) final judgment herein after the completion and
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
16 including the time limits for filing any motions or applications for extension of
17 time pursuant to applicable law.

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for
20 Protection. Each Party or Non-Party that designates information or items for
21 protection under this Order must take care to limit any such designation to
22 specific material that qualifies under the appropriate standards. The Designating
23 Party must designate for protection only those parts of material, documents,
24 items, or oral or written communications that qualify so that other portions of the
25 material, documents, items, or communications for which protection is not
26 warranted are not swept unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited.
28 Designations that are shown to be clearly unjustified or that have been made for

1 an improper purpose (e.g., to unnecessarily encumber the case development
2 process or to impose unnecessary expenses and burdens on other parties) may
3 expose the Designating Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that
5 it designated for protection do not qualify for protection, that Designating Party
6 must promptly notify all other Parties that it is withdrawing the inapplicable
7 designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided
9 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as
10 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies
11 for protection under this Order must be clearly so designated before the material
12 is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic
15 documents, but excluding transcripts of depositions or other pretrial or trial
16 proceedings), that the Producing Party affix at a minimum, the legend
17 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
18 contains protected material. If only a portion or portions of the material on a page
19 qualifies for protection, the Producing Party also must clearly identify the
20 protected portion(s) (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for
22 inspection need not designate them for protection until after the inspecting Party
23 has indicated which documents it would like copied and produced. During the
24 inspection and before the designation, all of the material made available for
25 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
26 identified the documents it wants copied and produced, the Producing Party must
27 determine which documents, or portions thereof, qualify for protection under this
28 Order. Then, before producing the specified documents, the Producing Party

1 must affix the “CONFIDENTIAL legend” to each page that contains Protected
2 Material. If only a portion or portions of the material on a page qualifies for
3 protection, the Producing Party also must clearly identify the protected portion(s)
4 (e.g., by making appropriate markings in the margins).

5 (b) for testimony given in depositions that the Designating Party
6 identify the Disclosure or Discovery Material on the record, before the close of
7 the deposition all protected testimony.

8 (c) for information produced in some form other than
9 documentary and for any other tangible items, that the Producing Party affix in a
10 prominent place on the exterior of the container or containers in which the
11 information is stored the legend “CONFIDENTIAL.” If only a portion or
12 portions of the information warrants protection, the Producing Party, to the
13 extent practicable, shall identify the protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
15 failure to designate qualified information or items does not, standing alone,
16 waive the Designating Party’s right to secure protection under this Order for such
17 material. Upon timely correction of a designation, the Receiving Party must
18 make reasonable efforts to assure that the material is treated in accordance with
19 the provisions of this Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court’s
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process under Local Rule 37.1 et seq. or follow the procedures for
26 informal, telephonic discovery hearings on the Court’s website.

27 6.3 The burden of persuasion in any such challenge proceeding shall be
28 on the Designating Party. Frivolous challenges, and those made for an improper

1 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
2 parties) may expose the Challenging Party to sanctions. Unless the Designating
3 Party has waived or withdrawn the confidentiality designation, all parties shall
4 continue to afford the material in question the level of protection to which it is
5 entitled under the Producing Party's designation until the Court rules on the
6 challenge.

7 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

8 7.1 Basic Principles. A Receiving Party may use Protected Material that
9 is disclosed or produced by another Party or by a Non-Party in connection with
10 this Action only for prosecuting, defending, or attempting to settle this Action.
11 Such Protected Material may be disclosed only to the categories of persons and
12 under the conditions described in this Order. When the Action has been
13 terminated, a Receiving Party must comply with the provisions of section 13
14 below (FINAL DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at
16 a location and in a secure manner that ensures that access is limited to the
17 persons authorized under this Order.

18 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
19 otherwise ordered by the court or permitted in writing by the Designating Party,
20 a Receiving Party may disclose any information or item designated
21 “CONFIDENTIAL” only to:

22 (a) the Receiving Party’s Outside Counsel of Record in this
23 Action, as well as employees of said Outside Counsel of Record to whom it is
24 reasonably necessary to disclose the information for this Action;

25 (b) the officers, directors, and employees (including House
26 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
27 this Action;

28

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses ,and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided:

(1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.

Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
2 PRODUCED IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other
4 litigation that compels disclosure of any information or items designated in this
5 Action as “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such
7 notification shall include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena
9 or order to issue in the other litigation that some or all of the material covered by
10 the subpoena or order is subject to this Protective Order. Such notification shall
11 include a copy of this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to
13 be pursued by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served
15 with the subpoena or court order shall not produce any information designated in
16 this action as “CONFIDENTIAL” before a determination by the court from
17 which the subpoena or order issued, unless the Party has obtained the
18 Designating Party’s permission. The Designating Party shall bear the burden and
19 expense of seeking protection in that court of its confidential material and
20 nothing in these provisions should be construed as authorizing or encouraging a
21 Receiving Party in this Action to disobey a lawful directive from another court.

22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
23 PRODUCED IN THIS LITIGATION

24 (a) The terms of this Order are applicable to information
25 produced by a Non-Party in this Action and designated as “CONFIDENTIAL.”
26 Such information produced by Non-Parties in connection with this litigation is
27 protected by the remedies and relief provided by this Order. Nothing in these
28

1 provisions should be construed as prohibiting a Non-Party from seeking
2 additional protections.

3 (b) In the event that a Party is required, by a valid discovery
4 request, to produce a Non-Party's confidential information in its possession, and
5 the Party is subject to an agreement with the Non-Party not to produce the Non-
6 Party's confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the
8 Non-Party that some or all of the information requested is subject to a
9 confidentiality agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the
11 Stipulated Protective Order in this Action, the relevant discovery request(s), and
12 a reasonably specific description of the information requested; and

13 (3) make the information requested available for inspection
14 by the Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this
16 court within 14 days of receiving the notice and accompanying information, the
17 Receiving Party may produce the Non-Party's confidential information
18 responsive to the discovery request. If the Non-Party timely seeks a protective
19 order, the Receiving Party shall not produce any information in its possession or
20 control that is subject to the confidentiality agreement with the Non-Party before
21 a determination by the court. Absent a court order to the contrary, the Non-Party
22 shall bear the burden and expense of seeking protection in this court of its
23 Protected Material.

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has
26 disclosed Protected Material to any person or in any circumstance not authorized
27 under this Stipulated Protective Order, the Receiving Party must immediately (a)
28 notify in writing the Designating Party of the unauthorized disclosures, (b) use its

1 best efforts to retrieve all unauthorized copies of the Protected Material, (c)
2 inform the person or persons to whom unauthorized disclosures were made of all
3 the terms of this Order, and (d) request such person or persons to execute the
4 “Acknowledgment and Agreement to Be Bound” that is attached hereto as
5 Exhibit A.

6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
7 PROTECTED MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain
9 inadvertently produced material is subject to a claim of privilege or other
10 protection, the obligations of the Receiving Parties are those set forth in Federal
11 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
12 whatever procedure may be established in an e-discovery order that provides for
13 production without prior privilege review. Pursuant to Federal Rule of Evidence
14 502(d) and (e), insofar as the parties reach an agreement on the effect of
15 disclosure of a communication or information covered by the attorney-client
16 privilege or work product protection, the parties may incorporate their agreement
17 in the stipulated protective order submitted to the court.

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of
20 any person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this
22 Protective Order no Party waives any right it otherwise would have to object to
23 disclosing or producing any information or item on any ground not addressed in
24 this Stipulated Protective Order. Similarly, no Party waives any right to object on
25 any ground to use in evidence of any of the material covered by this Protective
26 Order.

27 12.3 Filing Protected Material. A Party that seeks to file under seal any
28 Protected Material must comply with Civil Local Rule 79-5. Protected Material

1 may only be filed under seal pursuant to a court order authorizing the sealing of
2 the specific Protected Material at issue. If a Party's request to file Protected
3 Material under seal is denied by the court, then the Receiving Party may file the
4 information in the public record unless otherwise instructed by the court.

5 **13. FINAL DISPOSITION**

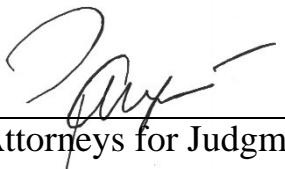
6 After the final disposition of this Action, as defined in paragraph 4, within
7 60 days of a written request by the Designating Party, each Receiving Party must
8 return all Protected Material to the Producing Party or destroy such material. As
9 used in this subdivision, "all Protected Material" includes all copies, abstracts,
10 compilations, summaries, and any other format reproducing or capturing any of
11 the Protected Material. Whether the Protected Material is returned or destroyed,
12 the Receiving Party must submit a written certification to the Producing Party
13 (and, if not the same person or entity, to the Designating Party) by the 60 day
14 deadline that (1) identifies (by category, where appropriate) all the Protected
15 Material that was returned or destroyed and (2) affirms that the Receiving Party
16 has not retained any copies, abstracts, compilations, summaries or any other
17 format reproducing or capturing any of the Protected Material. Notwithstanding
18 this provision, Counsel are entitled to retain an archival copy of all pleadings,
19 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
20 correspondence, deposition and trial exhibits, expert reports, attorney work
21 product, and consultant and expert work product, even if such materials contain
22 Protected Material. Any such archival copies that contain or constitute Protected
23 Material remain subject to this Protective Order as set forth in Section 4
24 (DURATION).

25 14. Any violation of this Order may be punished by any and all appropriate
26 measures including, without limitation, contempt proceedings and/or monetary
27 sanctions.

28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
2

3 DATED July 8, 2025

4 
5 _____
6 Attorneys for Judgment Creditors

7 DATED: July 7, 2025

8 
9 _____
10 Attorneys for Judgment Debtors

11 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

12 DATED: July 10, 2025

13 
14 _____
15 Hon. Karen E. Scott
16 United States Magistrate Judge
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____ **[insert formal name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District Court for
17 the Central District of California for the purpose of enforcing the terms of this
18 Stipulated Protective Order, even if such enforcement proceedings occur after
19 termination of this action. I hereby appoint _____ [print or
20 type full name] of _____ [print or
21 type full address and telephone number] as my California agent for service of
22 process in connection with this action or any proceedings related to enforcement
23 of this Stipulated Protective Order.

24 | Date: _____

25 | City and State where sworn and signed: _____

26 Printed name:

27

Signature: